

Exhibit 1

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
PATRIARCH PARTNERS MANAGEMENT :
GROUP, LLC, :

Plaintiff, :

-against- :

VULCAN ENGINEERING CO., INDUSTRIAL :
HEATING & FINISHING COMPANY, INC., :
VANTAGE TOOLING SYSTEMS, INC., :
VULCAN EQUIPMENT CORP., and VULCAN :
EUROPE, INC., :

Defendants. :

Index No. _____

SUMMONS

-----X
To the above named defendants:

Vulcan Engineering Co.

Industrial Heating & Finishing Company, Inc.

Vantage Tooling Systems, Inc.

Vulcan Equipment Corp.

Vulcan Europe, Inc.

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the amended complaint.

The basis of venue is Plaintiff's residence, which is 1 Liberty Street, New York, New York 10006, and a forum selection clause, pursuant to CPLR 501 and 503(d).

Dated: July 6, 2020
New York, New York

ALLEGAERT BERGER & VOGEL LLP

By: /s/ David A. Berger
David A. Berger
John S. Craig
Bianca Lin

111 Broadway, 20th Floor
New York, New York 10006
(212) 571-0550

*Attorneys for Plaintiff Patriarch Partners
Management Group, LLC*

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has made due demand of Defendants for the amounts outstanding to no avail, thereby necessitating commencement of this action for breach of contract and related relief.

THE PARTIES

2. Plaintiff is a Delaware limited liability company with its principal place of business in New York, New York.

3. Defendant Vulcan Engineering Co. is a corporation organized and existing under the laws of Alabama with offices located in Helena, Alabama.

4. Defendant Industrial Heating & Finishing Company, Inc. is a corporation organized and existing under the laws of Alabama with offices located in Helena, Alabama.

5. Defendant Vantage Tooling Systems, Inc. is a corporation organized and existing under the laws of Alabama with offices located in Helena, Alabama.

6. Defendant Vulcan Equipment Corp. is a corporation organized and existing under the laws of Alabama with offices located in Helena, Alabama.

7. Defendant Vulcan Europe, Inc. is a corporation organized and existing under the laws of Alabama with offices located in Helena, Alabama.

PERSONAL JURISDICTION AND VENUE

8. This Court has personal jurisdiction over Defendants because, pursuant to Section 10 of the Agreement, Defendants have irrevocably submitted to the exclusive jurisdiction of the state or federal courts in the City of New York with respect to any action or proceeding arising out of or relating to the Agreement, and has waived any defense of an inconvenient forum to the maintenance of any such action.

9. Venue is proper in New York County, pursuant to CPLR § 501 and Section 10 of the Agreement, and pursuant to CPLR § 503(a), in that Plaintiff's principal place of business is

in New York County, and a substantial part of the events or omissions giving rise to this action occurred in New York County.

STATEMENT OF FACTS

10. Pursuant to the Agreement, Defendants engaged PPMG to provide certain management, operational consulting and other services (the “Services”) to it, as specified in Section 1 of the Agreement. PPMG duly provided the Services to Defendants for a period of over 10 years, commencing in or about September 2010.

11. Plaintiff regularly submitted invoices for the Services it provided to Defendants, as well as for reasonable expenses incurred in connection therewith, which Defendants were obligated to pay under Section 3 of the Agreement. Defendants have never rejected, returned, or objected to any of the invoices, and, following due demand, has failed to pay five of them (the “Invoices”). The total of the amount of the unpaid Invoices is \$571,788.00.

12. A summary of the outstanding Invoices is as follows:

Invoice Date	Invoice Amount
12/1/2019	\$50,000.00
1/1/2020	\$50,000.00
2/1/2020	\$50,000.00
2/28/2020	\$371,788.00
3/1/2020	\$50,000.00
Total:	\$571,788.00

13. Defendants are also obligated, jointly and severally, under the terms of the Agreement to indemnify Plaintiff for all costs, disbursements, and fees (including attorney’s fees) in connection with this action because this action has been caused by, relates to, is based upon or otherwise arises out of or in connection with the engagement of PPMG under the Agreement or in connection with Services provided thereunder.

14. Plaintiff has duly performed all obligations required of it under the Agreement.

AS AND FOR A FIRST CAUSE OF ACTION
(Breach of Contract)

15. Plaintiff repeats and realleges the foregoing paragraphs as if fully set forth herein.

16. Under the terms of the Agreement, Defendants were obligated to pay Plaintiff fees for, and to reimburse Plaintiff for reasonable expenses incurred in connection with, the Services.

17. Plaintiff duly provided the Services and incurred reasonable expenses in connection therewith, and has otherwise performed all of its obligations under the Agreement, and is thereby entitled to payment for the Services, reimbursement of its reasonable expenses incurred, and interest in connection therewith, all as provided for in the Agreement.

18. Defendants have failed to pay for the Services rendered and reasonable expenses incurred therewith in an amount of at least \$571,788.00, in material breach of the Agreement.

19. As a direct and proximate result of Defendants' material breach of the Agreement, Plaintiff has suffered, and continues to suffer, injury, including damages of at least \$571,788.00, in addition to applicable interest, costs of suit (including attorney's fees) and other damages to which it is entitled.

AS AND FOR A SECOND CAUSE OF ACTION
(Account Stated)

20. Plaintiff repeats and realleges the foregoing paragraphs as if fully stated herein.

21. Plaintiff provided the Services to Defendants and incurred reasonable expenses in connection therewith, and duly presented its statement of account regularly as set forth in the Invoices regularly submitted to Defendants.

22. Defendants received and retained each such statement of account in the form of each invoice submitted, without any dispute, rejection, return, or objection made thereto or to any item set forth therein.

23. As reflected in the Invoices as to which Defendants never disputed, rejected returned or objected to, the amount due and owing to Plaintiff thereunder is \$571,788.00, in addition to such other costs and damages to which it is entitled.

**AS AND FOR A THIRD CAUSE OF ACTION
(Unjust Enrichment/Quantum Meruit)**

24. Plaintiff repeats and realleges the foregoing paragraphs as if fully set forth herein.

25. Defendants were enriched by the Services provided by Plaintiff, and by Plaintiff's payment of reasonable expenses incurred in connection therewith, to Plaintiff's detriment, as Defendants have failed to pay therefor.

26. The circumstances thus make it inequitable for Defendants to retain the benefit of the Services provided (and reasonable expenses incurred by Plaintiff in connection therewith) without paying Plaintiff value in return.

27. The fair value of the benefit of the Services and expenses incurred by Plaintiff for the benefit of Defendants is at least \$571,788.00, which amount is now due and owing to Plaintiff in addition to interest, costs of suit (including attorney's fees) and such other appropriate damages.

DEMAND FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that the Court enter judgment in favor of Plaintiff and against Defendants, jointly and severally, on each of Plaintiff's causes of action, in addition to applicable interest, such incidental and consequential damages as may be

applicable, costs of suit, including reasonable attorney's fees, and such other and further relief as the Court deems just and proper.

Dated: New York, New York
July 6, 2020

ALLEGAERT BERGER & VOGEL LLP

By: /s/ David A. Berger
David A. Berger
John S. Craig
Bianca Lin

111 Broadway, 20th Floor
New York, New York 10006
(212) 571-0550

Attorneys for Plaintiff
Patriarch Partners Management Group, LLC

AFFIDAVIT OF SERVICE

Case: 652922/2020	Court: Supreme Court	County: New York, NY	Job: 4710230
Plaintiff / Petitioner: Patriarch Partners Management Group, LLC		Defendant / Respondent: Vulcan Engineering Co., Industrial Heating & Finishing Company, Inc., Vantage Tooling Systems, Inc., Vulcan Equipment Corp., and Vulcan Europe, Inc.	
Received by: Alabama Legal & Investigative Services, Inc.		For: Urban Suburban Claims Service	
To be served upon: Vulcan Equipment Corp. c/o Christopher W. Cooper - Registered Agent			

I, Tony O'Dell, being duly sworn, depose and say: I am over the age of 18 years and not a party to this action, and that within the boundaries of the state where service was effected, I was authorized by law to make service of the documents and informed said person of the contents herein

Recipient Name / Address: Richard Hendricks for and on behalf of Vulcan Equipment Corp., Company: 1 Vulcan Dr, Helena, AL 35080

Manner of Service: Business, Jul 27, 2020, 1:32 pm CDT

Documents: Summons and Complaint (Received Jul 21, 2020 at 4:14pm CDT), Notice of Electronic Filing (Received Jul 23, 2020 at 1:00pm CDT)

Additional Comments:

1) Successful Attempt: Jul 27, 2020, 1:32 pm CDT at Company: 1 Vulcan Dr, Helena, AL 35080 received by Richard Hendricks for and on behalf of Vulcan Equipment Corp.. Age: 70's; Ethnicity: Caucasian; Gender: Male; Weight: 200; Height: 6'2"; Hair: Gray; Eyes: Blue; Relationship: CFO;
 Served business care of CFO - Richard Hendricks. Mr. Hendricks advised that he was willing and able to accept service. Mr. Hendricks stated Christopher W. Cooper was working from home due to Covid-19.


 Tony O'Dell
 AL7657729
 08/03/2020
 Date

Alabama Legal & Investigative Services, Inc.
 P.O. Box 1485
 Wetumpka, AL 36092
 334-478-4147

Subscribed and sworn to before me by the affiant who is personally known to me.


 Notary Public
 8/3/20
 10/30/22
 Date Commission Expires



AFFIDAVIT OF SERVICE

Case: 652922/2020	Court: Supreme Court	County: New York, NY	Job: 4710261
Plaintiff / Petitioner: Patriarch Partners Management Group, LLC		Defendant / Respondent: Vulcan Engineering Co., Industrial Heating & Finishing Company, Inc., Vantage Tooling Systems, Inc., Vulcan Equipment Corp., and Vulcan Europe, Inc.	
Received by: Alabama Legal & Investigative Services, Inc.		For: Urban Suburban Claims Service	
To be served upon: Industrial Heating & Finishing Company, Inc. c/o Philip S. Zettler - Registered Agent			

I, Tony O'Dell, being duly sworn, depose and say: I am over the age of 18 years and not a party to this action, and that within the boundaries of the state where service was effected, I was authorized by law to make service of the documents and informed said person of the contents herein

Recipient Name / Address: Richard Hendricks for and on behalf of Industrial Heating & Finishing Company, Inc., Company: 1 Vulcan Dr, Helena, AL 35080
 Manner of Service: Business, Jul 27, 2020, 1:31 pm CDT
 Documents: Summons and Complaint (Received Jul 21, 2020 at 4:14pm CDT), Notice of Electronic Filing (Received Jul 23, 2020 at 1:00pm CDT)


Additional Comments:

1) Successful Attempt: Jul 27, 2020, 1:31 pm CDT at Company: 1 Vulcan Dr, Helena, AL 35080 received by Richard Hendricks for and on behalf of Industrial Heating & Finishing Company, Inc.. Age: 70's; Ethnicity: Caucasian; Gender: Male; Weight: 200; Height: 6'2"; Hair: Gray; Eyes: Blue; Relationship: CFO;
 Served business care of CFO - Richard Hendricks. Mr. Hendricks advised that he was willing and able to accept service. Mr. Hendricks stated Philip S. Zettler was no longer with the company, and that he sold the business in 1997.


 Tony O'Dell
 AL7657729
 08/03/2020
 Date

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AFFIDAVIT OF SERVICE

Case: 652922/2020	Court: Supreme Court	County: New York, NY	Job: 4710311
Plaintiff / Petitioner: Patriarch Partners Management Group, LLC		Defendant / Respondent: Vulcan Engineering Co., Industrial Heating & Finishing Company, Inc., Vantage Tooling Systems, Inc., Vulcan Equipment Corp., and Vulcan Europe, Inc.	
Received by: Alabama Legal & Investigative Services, Inc.		For: Urban Suburban Claims Service	
To be served upon: Vulcan Europe, Inc. c/o Philip S. Zettler - Registered Agent			

I, Tony O'Dell, being duly sworn, depose and say: I am over the age of 18 years and not a party to this action, and that within the boundaries of the state where service was effected, I was authorized by law to make service of the documents and informed said person of the contents herein

Recipient Name / Address: Richard Hendricks for and on behalf of Vulcan Europe, Inc., Company: 1 Vulcan Dr, Helena, AL 35080
 Manner of Service: Business, Jul 27, 2020, 1:29 pm CDT
 Documents: Summons and Complaint (Received Jul 21, 2020 at 4:14pm CDT), Notice of Electronic Filing (Received Jul 23, 2020 at 1:00pm CDT)

Additional Comments:

1) Successful Attempt: Jul 27, 2020, 1:29 pm CDT at Company: 1 Vulcan Dr, Helena, AL 35080 received by Richard Hendricks for and on behalf of Vulcan Europe, Inc.. Age: 70's; Ethnicity: Caucasian; Gender: Male; Weight: 200; Height: 6'2"; Hair: Gray; Eyes: Blue; Relationship: CFO;
 Served business care of CFO - Richard Hendricks. Mr. Hendricks advised that he was willing and able to accept service. Mr. Hendricks stated Philip S. Zettler was no longer with the company, and that he sold the business in 1997.


 Tony O'Dell
 AL7657729
 08/03/2020
 Date

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 Date Commission Expires



AFFIDAVIT OF SERVICE

Case: 652922/2020	Court: Supreme Court	County: New York, NY	Job: 4710311
Plaintiff / Petitioner: Patriarch Partners Management Group, LLC		Defendant / Respondent: Vulcan Engineering Co., Industrial Heating & Finishing Company, Inc., Vantage Tooling Systems, Inc., Vulcan Equipment Corp., and Vulcan Europe, Inc.	
Received by: Alabama Legal & Investigative Services, Inc.		For: Urban Suburban Claims Service	
To be served upon: Vulcan Europe, Inc. c/o Philip S. Zettler - Registered Agent			

I, Tony O'Dell, being duly sworn, depose and say: I am over the age of 18 years and not a party to this action, and that within the boundaries of the state where service was effected, I was authorized by law to make service of the documents and informed said person of the contents herein

Recipient Name / Address: Richard Hendricks for and on behalf of Vulcan Europe, Inc., Company: 1 Vulcan Dr, Helena, AL 35080
 Manner of Service: Business, Jul 27, 2020, 1:29 pm CDT
 Documents: Summons and Complaint (Received Jul 21, 2020 at 4:14pm CDT), Notice of Electronic Filing (Received Jul 23, 2020 at 1:00pm CDT)

Additional Comments:

1) Successful Attempt: Jul 27, 2020, 1:29 pm CDT at Company: 1 Vulcan Dr, Helena, AL 35080 received by Richard Hendricks for and on behalf of Vulcan Europe, Inc.. Age: 70's; Ethnicity: Caucasian; Gender: Male; Weight: 200; Height: 6'2"; Hair: Gray; Eyes: Blue; Relationship: CFO;
 Served business care of CFO - Richard Hendricks. Mr. Hendricks advised that he was willing and able to accept service. Mr. Hendricks stated Philip S. Zettler was no longer with the company, and that he sold the business in 1997.


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 8/3/20 10/30/22
 Date Commission Expires



AFFIDAVIT OF SERVICE

Case: 652922/2020	Court: Supreme Court	County: New York, NY	Job: 4710194
Plaintiff / Petitioner: Patriarch Partners Management Group, LLC		Defendant / Respondent: Vulcan Engineering Co., Industrial Heating & Finishing Company, Inc., Vantage Tooling Systems, Inc., Vulcan Equipment Corp., and Vulcan Europe, Inc.	
Received by: Alabama Legal & Investigative Services, Inc.		For: Urban Suburban Claims Service	
To be served upon: Vantage Tooling Systems, Inc. c/o Philip S. Zettler - Registered Agent			

I, Tony O'Dell, being duly sworn, depose and say: I am over the age of 18 years and not a party to this action, and that within the boundaries of the state where service was effected, I was authorized by law to make service of the documents and informed said person of the contents herein

Recipient Name / Address: Richard Hendricks for and on behalf of Vantage Tooling Systems, Inc., Company (Vulcan Engineering Co): 1 Vulcan Dr, Helena, AL 35080

Manner of Service: Business, Jul 27, 2020, 1:33 pm CDT

Documents: Summons and Complaint (Received Jul 21, 2020 at 4:14pm CDT), Notice of Electronic Filing (Received Jul 23, 2020 at 1:00pm CDT)

Additional Comments:

1) Successful Attempt: Jul 27, 2020, 1:33 pm CDT at Company (Vulcan Engineering Co): 1 Vulcan Dr, Helena, AL 35080 received by Richard Hendricks for and on behalf of Vantage Tooling Systems, Inc.. Age: 70's; Ethnicity: Caucasian; Gender: Male; Weight: 200; Height: 6'2"; Hair: Gray; Eyes: Blue; Relationship: CFO;
Served business care of CFO - Richard Hendricks. Mr. Hendricks advised that he was willing and able to accept service. Mr. Hendricks stated Philip S. Zettler was no longer with the company, and that he sold the business in 1997.


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10/30/22
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AFFIDAVIT OF SERVICE

Case: 652922/2020	Court: Supreme Court	County: New York, NY	Job: 4710161
Plaintiff / Petitioner: Patriarch Partners Management Group, LLC		Defendant / Respondent: Vulcan Engineering Co., Industrial Heating & Finishing Company, Inc., Vantage Tooling Systems, Inc., Vulcan Equipment Corp., and Vulcan Europe, Inc.	
Received by: Alabama Legal & Investigative Services, Inc.		For: Urban Suburban Claims Service	
To be served upon: Vulcan Engineering Co. c/o Philip S. Zettler - Registered Agent			

I, Tony O'Dell, being duly sworn, depose and say: I am over the age of 18 years and not a party to this action, and that within the boundaries of the state where service was effected, I was authorized by law to make service of the documents and informed said person of the contents herein

Recipient Name / Address: Richard Hendricks for and on behalf of Vulcan Engineering Co., Company: 1 Vulcan Dr, Helena, AL 35080
Manner of Service: Business, Jul 27, 2020, 1:34 pm CDT
Documents: Summons and Complaint (Received Jul 21, 2020 at 4:14pm CDT), Notice of Electronic Filing (Received Jul 23, 2020 at 1:00pm CDT)

Additional Comments:

1) Successful Attempt: Jul 27, 2020, 1:34 pm CDT at Company: 1 Vulcan Dr, Helena, AL 35080 received by Richard Hendricks for and on behalf of Vulcan Engineering Co.. Age: 70's; Ethnicity: Caucasian; Gender: Male; Weight: 200; Height: 6'2"; Hair: Gray; Eyes: Blue; Relationship: CFO;
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